

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

FILED
Clerk's Office
USDC, Mass.
Date 6/3/05
By _____
Deputy Clerk

Charles Clayton

Plaintiff,

V.

Metropolitan Life Insurance Co., et. al.,

Defendants.

Civil Action Docket No:

1:05-cv-11078-DPW

NE

PLAINTIFF'S MOTION FOR REMAND

Plaintiff, by and through his undersigned counsel, moves to remand this action pursuant to 28 U.S.C. § 1447(c), and states as follows:

1. Plaintiffs originally filed this action against Defendants in the Superior Court of Middlesex County, Massachusetts, at Civil Action No. 05-0925, to recover damages for injuries caused by Plaintiff's exposure to asbestos-containing products.
2. Defendant DaimlerChrysler received service of process on May 2, 2005. See Summons attached as Appendix A.
3. On May 23, 2005, Defendant DaimlerChrysler removed this action purportedly pursuant to 28 U.S.C. §§ 1441 and 1446.
4. The sole basis that DaimlerChrysler asserted for this Court's jurisdiction over this action pursuant to 28 U.S.C. 1441 was "federal enclave jurisdiction." *See* Notice of Removal at 1.

Rule of Unanimity

5. Removal under 28 U.S.C. § 1446 requires the unanimous consent of all defendants. *See Chicago, R. I. P. R. Co. v. Martin*, 178 U.S. 245, 248 (1900); *Murphy v. Newell Operating Co.*, 245 F. Supp. 2d 316 (D. Mass. 2003).

6. “This ‘rule of unanimity’ requires that all defendants file their notice of removal or consent to removal within thirty days of being served [with the Complaint].” *Murphy*, 245 F. Supp. 2d at 318.

7. The failure of all defendants to file such a Notice or Consent in the requisite time period constitutes a defect in the removal procedure and alone constitutes grounds for remand. *See id.*

8. The record in this action does not reflect that all Defendants filed a Notice of or Consent to Removal within thirty days of their being served with the Complaint in this action. As of June 1, 2005 the following named defendants were served at least thirty days ago, and failed to file the requisite consent forms with the court: P.T. Brakelining Company, Inc., Uniroyal, Inc., Bayer Cropscience, Inc., Parker Hannifin Corp., ITT Industries, Inc., Union Carbide Corporation, Honeywell International Inc., Borg-Warner Corporation, and Pneumo-Abex. *See* Complaint attached as Appendix B, relevant returns of service attached as Appendix C, and Docket Sheet attached as Appendix D.

9. Because nine of the twenty-two defendants failed to file consent forms within thirty days of being served, DaimlerChrysler’s removal of this action was procedurally defective. *See id.*

10. For this reason alone, this action should be remanded to state court.

Lack of Subject Matter Jurisdiction

11. Substantively, this action lies outside the perimeter of jurisdiction granted by 28 U.S.C. §1331 and Art. I, §8 cl. 17 of the Constitution of the United States.

12. Defendant DaimlerChrysler bases its removal upon Plaintiff's allegations of exposure to asbestos as set forth in paragraph 4 of the complaint. "Plaintiff, Charles Clayton, was exposed to defendants' asbestos and asbestos-containing materials while working as a mechanic from approximately 1938 to 1948; and as a food service worker aboard various ships at the Portsmouth Naval Shipyard, Kittery Maine in approximately 1953." See Appendix B.

13. There is nothing in Plaintiff's allegations of exposure to asbestos while working as a mechanic that gives rise to federal enclave jurisdiction or removal.

14. Exposure to asbestos and asbestos-containing materials onboard ships docked in naval shipyards is also outside of federal enclave jurisdiction. *See McCormick v. C.E. Thurston & Sons, Inc.* 977 F.Supp. 400 (E.D.Va.1997); *Anderson v. Crown Cork & Seal*, 93 F. Supp. 2d 697 (E.D. Va. 2000).

15. In so far as Plaintiff's exposure occurred as a mechanic, for which there is no argument of federal enclave jurisdiction, and aboard ships at the Portsmouth Naval Shipyard, which has specifically been held to be outside federal enclave jurisdiction, there is no basis for defendant DaimlerChrysler to have removed this case from state court.

WHEREFORE, Plaintiff respectfully asks this Court to remand this action back to Superior Court of Middlesex County, and to require Daimler Chrysler, pursuant to 28 U.S.C. 1447(c), to pay Plaintiffs' just costs and actual expenses, including attorney fees, incurred as a result of the removal.

DATED: June 3, 2005

Respectfully submitted,

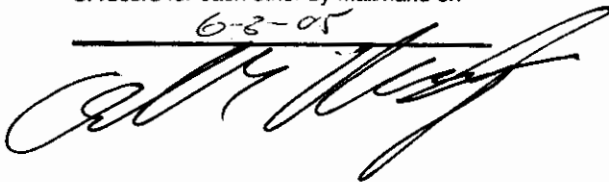


Andrew S. Wainwright, Esq.
BBO# 560060
THORNTON & NAUMES LLP
100 Summer Street, 30th Fl.
Boston, MA 02110
(617) 720-1333

CERTIFICATE OF SERVICE

**I hereby certify that a true copy of the above
document was served upon the attorney(s)
of record for each other by mail/hand on**

6-3-05



APPENDIX A

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
~~TORT~~—MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. 05-0925

MIDDLESEX, ss
[seal]

CHARLES CLAYTON

....., Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

....., Defendant(s)

SUMMONS

DAIMLERCHRYSLER CORPORATION

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon

..... plaintiff's attorney, whose address is 100 Summer St., 30th Fl.,
Boston, MA 02110

....., an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,
Cambridge, MA 02141 either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, ~~Barbara J. Rouse~~ Esquire, at

the 18th day of APRIL

....., in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Name of addressee 2. Address 3. City 4. State 5. Zip		6. Name of addressee 7. Address 8. City 9. State 10. Zip	
11. Name of addressee 12. Address 13. City 14. State 15. Zip		16. Name of addressee 17. Address 18. City 19. State 20. Zip	
21. Name of addressee 22. Address 23. City 24. State 25. Zip		26. Name of addressee 27. Address 28. City 29. State 30. Zip	
31. Name of addressee 32. Address 33. City 34. State 35. Zip		36. Name of addressee 37. Address 38. City 39. State 40. Zip	
41. Name of addressee 42. Address 43. City 44. State 45. Zip		46. Name of addressee 47. Address 48. City 49. State 50. Zip	
51. Name of addressee 52. Address 53. City 54. State 55. Zip		56. Name of addressee 57. Address 58. City 59. State 60. Zip	
61. Name of addressee 62. Address 63. City 64. State 65. Zip		66. Name of addressee 67. Address 68. City 69. State 70. Zip	
71. Name of addressee 72. Address 73. City 74. State 75. Zip		76. Name of addressee 77. Address 78. City 79. State 80. Zip	
81. Name of addressee 82. Address 83. City 84. State 85. Zip		86. Name of addressee 87. Address 88. City 89. State 90. Zip	
91. Name of addressee 92. Address 93. City 94. State 95. Zip		96. Name of addressee 97. Address 98. City 99. State 100. Zip	
101. Name of addressee 102. Address 103. City 104. State 105. Zip		106. Name of addressee 107. Address 108. City 109. State 110. Zip	
111. Name of addressee 112. Address 113. City 114. State 115. Zip		116. Name of addressee 117. Address 118. City 119. State 120. Zip	
121. Name of addressee 122. Address 123. City 124. State 125. Zip		126. Name of addressee 127. Address 128. City 129. State 130. Zip	
131. Name of addressee 132. Address 133. City 134. State 135. Zip		136. Name of addressee 137. Address 138. City 139. State 140. Zip	
141. Name of addressee 142. Address 143. City 144. State 145. Zip		146. Name of addressee 147. Address 148. City 149. State 150. Zip	
151. Name of addressee 152. Address 153. City 154. State 155. Zip		156. Name of addressee 157. Address 158. City 159. State 160. Zip	
161. Name of addressee 162. Address 163. City 164. State 165. Zip		166. Name of addressee 167. Address 168. City 169. State 170. Zip	
171. Name of addressee 172. Address 173. City 174. State 175. Zip		176. Name of addressee 177. Address 178. City 179. State 180. Zip	
181. Name of addressee 182. Address 183. City 184. State 185. Zip		186. Name of addressee 187. Address 188. City 189. State 190. Zip	
191. Name of addressee 192. Address 193. City 194. State 195. Zip		196. Name of addressee 197. Address 198. City 199. State 200. Zip	
201. Name of addressee 202. Address 203. City 204. State 205. Zip		206. Name of addressee 207. Address 208. City 209. State 210. Zip	
211. Name of addressee 212. Address 213. City 214. State 215. Zip		216. Name of addressee 217. Address 218. City 219. State 220. Zip	
221. Name of addressee 222. Address 223. City 224. State 225. Zip		226. Name of addressee 227. Address 228. City 229. State 230. Zip	
231. Name of addressee 232. Address 233. City 234. State 235. Zip		236. Name of addressee 237. Address 238. City 239. State 240. Zip	
241. Name of addressee 242. Address 243. City 244. State 245. Zip		246. Name of addressee 247. Address 248. City 249. State 250. Zip	
251. Name of addressee 252. Address 253. City 254. State 255. Zip		256. Name of addressee 257. Address 258. City 259. State 260. Zip	
261. Name of addressee 262. Address 263. City 264. State 265. Zip		266. Name of addressee 267. Address 268. City 269. State 270. Zip	
271. Name of addressee 272. Address 273. City 274. State 275. Zip		276. Name of addressee 277. Address 278. City 279. State 280. Zip	
281. Name of addressee 282. Address 283. City 284. State 285. Zip		286. Name of addressee 287. Address 288. City 289. State 290. Zip	
291. Name of addressee 292. Address 293. City 294. State 295. Zip		296. Name of addressee 297. Address 298. City 299. State 300. Zip	
301. Name of addressee 302. Address 303. City 304. State 305. Zip		306. Name of addressee 307. Address 308. City 309. State 310. Zip	
3			

APPENDIX B

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX: ss.

SUPERIOR COURT
DEPARTMENT OF THE
TRIAL COURT

-----X
CHARLES CLAYTON,

Plaintiff,

Civil Action
No.

v.

COMPLAINT

METROPOLITAN LIFE INSURANCE COMPANY
EASTERN REFRATORIES COMPANY, INC.
ECKEL INDUSTRIES, INC.
P.T. BRAKELINING COMPANY, INC.
OWENS-ILLINOIS, INC.
OWENS-ILLINOIS GLASS COMPANY
RAPID-AMERICAN CORPORATION
GARLOCK, INC.
INGERSOLL-RAND COMPANY
JOHN CRANE, INC.
UNIROYAL, INC.
BAYER CROPSCIENCE, INC. f/k/a
AMCHEM PRODUCTS, INC.
PARKER-HANNIFIN CORPORATION
ITT INDUSTRIES, INC., AS
SUCCESSOR TO GOULDS PUMPS, INC.
UNION CARBIDE CORPORATION
HONEYWELL INTERNATIONAL INC. f/k/a ALLIEDSIGNAL,
INC. f/k/a THE BENDIX CORPORATION
BORG-WARNER CORPORATION n/k/a BURNS
INTERNATIONAL SERVICES CORPORATION
DAIMLERCHRYSLER CORPORATION
FORD MOTOR COMPANY
GENERAL MOTORS CORPORATION
PNEUMO-ABEX CORPORATION
HAMPDEN AUTOMOTIVE SALES CORP.,

PLAINTIFF DEMANDS
A TRIAL BY JURY

Defendants.
-----X

Now comes the plaintiff, by his attorneys, and
files the following complaint:

1. PARTY PLAINTIFF

Plaintiff, Charles Clayton, a single person,
resides at 3 Hillcrest Road, Apt. #2, Foxboro,

Massachusetts 02035.

2. PARTY DEFENDANTS

2A. The defendant, Metropolitan Life Insurance Company (hereinafter "Metropolitan"), is a foreign corporation which does or has done business in the Commonwealth of Massachusetts.

2B. The defendant, Eastern Refractories Company, Inc., is a corporation organized under the laws of the Commonwealth of Massachusetts with its principal place of business located in the Commonwealth of Massachusetts.

2C. The defendant, Eckel Industries, Inc., is a corporation organized under the laws of the Commonwealth of Massachusetts with a principal place of business located in the Commonwealth of Massachusetts.

2D. The defendant, P.T. Brakelining Company, Inc., is a Massachusetts corporation with a principal place of business in the Commonwealth of Massachusetts and has conducted business in the Commonwealth of Massachusetts.

2E. The defendant, Owens-Illinois, Inc., is a corporation incorporated under the laws of the State of Ohio, having a principal place of business outside the Commonwealth of Massachusetts, and has conducted business in the Commonwealth of Massachusetts.

2F. The defendant, Owens-Illinois Glass Company, is a corporation incorporated under the laws of the

State of Ohio, having a principal place of business outside the Commonwealth of Massachusetts and has conducted business in the Commonwealth of Massachusetts.

2G. The defendant, Rapid-American Corporation, is the legal successor to the Philip Carey Manufacturing Company and is a corporation incorporated under the laws of the State of Delaware, having a principal place of business outside the Commonwealth of Massachusetts, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its predecessor corporation.

2H. The defendant, Garlock, Inc., is a foreign corporation having a principal place of business in the State of New York and has conducted business in the Commonwealth of Massachusetts.

2I. The defendant, Ingersoll-Rand Company, is a New Jersey corporation having a principal place of business in New Jersey and is registered to and has conducted business in the Commonwealth of Massachusetts.

2J. The defendant, John Crane, Inc., is a Delaware corporation with a principal place of business in the State of Illinois and has conducted business in the Commonwealth of Massachusetts.

2K. The defendant, Uniroyal, Inc., is a foreign corporation with a principal place of business outside

the Commonwealth of Massachusetts and has conducted business in the Commonwealth of Massachusetts.

2L. The defendant, Bayer CropScience, Inc. f/k/a Amchem Products, Inc., is a Delaware corporation having a principal place of business in Pennsylvania which has conducted business in the Commonwealth of Massachusetts.

2M. The defendant, Parker-Hannifin Corporation, is a corporation incorporated under the laws of the State of Ohio having a principal place of business in the State of Ohio and has conducted business in the Commonwealth of Massachusetts.

2N. The defendant, ITT Industries, Inc., as Successor to Goulds Pumps, Inc., is a foreign corporation incorporated under the laws of the State of Indiana having a principal place of business in White Plains, New York, and has conducted business in the Commonwealth of Massachusetts.

2O. The defendant, Union Carbide Corporation, is a Connecticut corporation with a principal place of business outside the Commonwealth of Massachusetts and has conducted business in the Commonwealth of Massachusetts.

2P. The defendant, Honeywell International Inc. f/k/a AlliedSignal, Inc., f/k/a The Bendix Corporation, is a Delaware corporation having a principal place of business outside the Commonwealth of Massachusetts and

has conducted business in the Commonwealth of Massachusetts.

2Q. The defendant, Borg-Warner Corporation n/k/a Burns International Services Corporation, is a Delaware corporation with a principal place of business in the State of Illinois and has conducted business in the Commonwealth of Massachusetts.

2R. The defendant, DaimlerChrysler Corporation, is a Delaware corporation with a principal place of business in the State of Michigan which has conducted business in the Commonwealth of Massachusetts.

2S. The defendant, Ford Motor Company, is a Delaware corporation with a principal place of business in the State of Michigan and has conducted business in the Commonwealth of Massachusetts.

2T. The defendant, General Motors Corporation, is a Delaware corporation with a principal place of business in the State of Michigan and has conducted business in the Commonwealth of Massachusetts.

2U. The defendant, Pneumo-Abex Corporation, as Successor in Interest to Abex Corporation, is a foreign corporation, with a principal place of business outside the Commonwealth of Massachusetts which has conducted business in the Commonwealth of Massachusetts.

2V. The defendant, Hampden Automotive Sales Corp., is a corporation incorporated under the laws of the Commonwealth of Massachusetts, having a principal

place of business at 117 Heath Street, Boston, Massachusetts.

As used in this Complaint, the term "defendant" shall include any party defendants identified in paragraphs 2A-2V hereof, and their predecessors, which shall include, but is not limited to, any person, corporation, company or business entity: which formed part of any combination, consolidation, merger or reorganization from which any party defendant was created or was the surviving corporation; whose assets, stock, property, products or product line was acquired by any party defendant; whose patent rights, trademark rights, trade secrets or goodwill was acquired by any party defendant; or, which was dominated or controlled by any party defendant to such an extent that said party defendant was the "alter ego" of said corporation.

3. The plaintiff's cause of action arises from the defendants: (a) transacting business in Massachusetts; (b) contracting to supply and/or sell goods in Massachusetts; (c) doing or causing a tortious act to be done within Massachusetts; and/or, (d) causing the consequence of a tortious act to occur within Massachusetts.

4. Plaintiff, Charles Clayton, was exposed to defendants' asbestos and asbestos-containing materials while working as a mechanic from approximately 1938 to

1948; and as a food service worker aboard various ships at the Portsmouth Naval Shipyard, Kittery, Maine in approximately 1953.

5. During the period of time set forth in Paragraph 4, the plaintiff was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied and/or sold by the defendant corporations.

6. The asbestos and asbestos-containing products which the plaintiff was exposed to were mined, milled, manufactured, fabricated, supplied, and/or sold by the defendant corporations, acting through their duly authorized agents, servants, and employees, who were then and there acting in the course and scope of their employment and in furtherance of the business of the defendants.

7. At all times pertinent hereto, the defendant corporations were engaged in the business of mining, milling, manufacturing, fabricating, supplying, and/or selling asbestos and asbestos-containing products.

8. At all times pertinent hereto, the asbestos products were products mined, milled, manufactured, fabricated, supplied and/or sold by the defendant corporations and reached the plaintiff without any substantial change in the condition of the product or

products from the time that they were sold.

COUNT I

NEGLIGENCE

9. Plaintiff realleges the allegations of Paragraphs 1 through 8 of the Complaint, and by reference, makes them part of this Count.

10. It was the duty of the defendant corporations to use and exercise reasonable and due care in the manufacture, fabricating, testing, inspection, production, marketing, packaging and sale of their asbestos and asbestos-containing products.

11. It was also the duty of the defendant corporations to provide detailed and adequate instructions relative to the proper and safe handling and use of their asbestos and asbestos products, and to provide detailed and adequate warnings concerning any and all dangers, characteristics, and potentialities of their asbestos and asbestos-containing products.

12. It was the continuing duty of the defendant corporations to advise and warn purchasers, consumers, users, and prior purchasers, consumers, and users of all dangers, characteristics, potentialities and defects discovered subsequent to their initial marketing or sale of their asbestos and asbestos-containing products.

13. Yet, nevertheless, wholly disregarding the aforesaid duties, the defendant corporations breached

their duties by: (a) failing to warn the plaintiff of the dangers, characteristics, and potentialities of their asbestos-containing product or products when the defendant corporations knew or should have known that exposure to their asbestos-containing products would cause disease and injury; (b) failing to warn the plaintiff of the dangers to which he was exposed when they knew or should have known of the dangers; (c) failing to exercise reasonable care to warn the plaintiff of what would be safe, sufficient, and proper protective clothing, equipment, and appliances when working with or near or being exposed to their asbestos and asbestos-containing products; (d) failing to provide safe, sufficient and proper protective clothing, equipment and appliances with their asbestos-containing product or products; (e) failing to test their asbestos and asbestos products in order to ascertain the extent of dangers involved upon exposure thereto; (f) failing to conduct such research as should have been conducted in the exercise of reasonable care, in order to ascertain the dangers involved upon exposure to their asbestos and asbestos-containing products; (g) failing to remove the product or products from the market when the defendant corporations knew or should have known of the hazards of exposure to their asbestos and asbestos-containing products; (h) failing upon discovery of the dangers, hazards, and

potentialities of exposure to asbestos to adequately warn and apprise the plaintiff of the dangers, hazards, and potentialities discovered; (i) failing upon discovery of the dangers, hazards, and potentialities of exposure to asbestos to package said asbestos and asbestos-containing products so as to eliminate said dangers, hazards, and potentialities; and, (j) generally using unreasonable, careless, and negligent conduct in the manufacture, fabricating, supply, or sale of their asbestos and asbestos-containing products.

14. As a direct and proximate result of the unreasonable, careless, and negligent conduct of the defendant corporation, the plaintiff has developed malignant mesothelioma and other asbestos-related disease, as a result of which the plaintiff has incurred medical expenses, suffered a dramatic reduction in his life expectancy, incurred great mental and physical pain and suffering, and suffered an impairment in his enjoyment of life, which damages are continuing in nature.

15. The defendants knew, or with the reasonable exercise of care, should have known of the dangerous characteristics, properties, and potentialities of asbestos and asbestos-containing products.

WHEREFORE, plaintiff, Charles Clayton, demands compensatory damages, plus interest and costs.

COUNT II

BREACH OF EXPRESSED AND IMPLIED WARRANTIES

16. Plaintiff realleges the allegations of Paragraphs 1 through 15 of the Complaint, and by reference, makes them part of this Count.

17. The plaintiff was a person whom the defendants could reasonably have expected to use, consume, or be affected by the defendants' asbestos and asbestos-containing products within the meaning of Massachusetts General Laws c. 106, sec. 2-318, as the defendants knew or had reason to know that their asbestos-containing products would be used in the insulation or construction industry and that individuals such as the plaintiff would come in contact with such asbestos materials.

18. The defendants expressly and impliedly warranted that the asbestos and asbestos-containing products described above were merchantable, safe, and fit for their ordinary and the particular purposes and requirements of plaintiff.

19. The defendants had reason to know of the particular purposes for which their asbestos and asbestos-containing products would be used.

20. The plaintiff relied upon the defendants' skill or judgment in selecting suitable insulation or construction products for safe use.

21. The defendants breached these warranties, in

that the asbestos-containing products they sold were not merchantable, safe, suitable, or fit for their ordinary or particular purposes.

22. As a direct and proximate result of the defendants' breach of warranties, the plaintiff has developed malignant mesothelioma and other asbestos-related disease, as a result of which the plaintiff has incurred medical expenses, suffered a dramatic reduction in his life expectancy, incurred great mental and physical pain and suffering, and suffered an impairment in his enjoyment of life, which damages are continuing in nature.

WHEREFORE, plaintiff, Charles Clayton, demands compensatory damages, plus interest and costs.

COUNT III

CONSPIRACY OR CONCERT OF ACTION: METROPOLITAN ONLY

23. Plaintiff realleges the allegations of Paragraphs 1 through 22 of the Complaint, and by reference, makes them part of this Count.

24. In addition, during the time period set forth in Paragraph 4, the plaintiff was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied and/or sold by the Johns Manville Corporation (hereinafter "Manville") and/or Raymark Industries,

Inc. (hereinafter "Raymark").

25. The defendant, Metropolitan Life Insurance Company, (hereinafter "Metropolitan") together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the plaintiff, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the plaintiff in the course of or as a consequence of the conspiracy or concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action.

- a. In 1932, Metropolitan, through its agents, Dr. Anthony Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos

disease. Further collaboration between Manville and Metropolitan continued the cover-up.

- b. Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Dr. Anthony Lanza, Associate Director of Metropolitan, (insurer of Manville and Raymark) that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as "fatal" and through other selective editing that affirmatively misrepresented asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark and Metropolitan, as insurer. Furthermore, upon

information and belief, it is alleged that Metropolitan, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.

- c. In 1936, the conspirators or some of them including Manville, Raymark, and other companies entered into an agreement with the Saranac Laboratories in New York. Under this agreement, these conspirators acquired the power to decide what information Saranac Laboratories could publish about asbestos disease and to control in what form such publications were to occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to suppress material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- d. By November 1948, or earlier, Manville, Metropolitan (acting through Dr. Lanza), Raymark, and others decided to exert their

influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.

- e. At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensity of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the plaintiff.
- f. As a direct result of influence exerted by the above-described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA

Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to university libraries, government officials, agencies and others.

- g. Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.

26. Plaintiff further alleges that Metropolitan, Manville, Raymark and/or their predecessors in interest knowingly agreed, contrived, combined, confederated and conspired among themselves to cause plaintiff injuries, diseases, and/or illnesses by exposing plaintiff to harmful and dangerous asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Metropolitan, Manville, and Raymark further knowingly

agreed, contrived, combined, confederated and conspired to deprive plaintiff of the opportunity of informed free choice as to whether to use said asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products or to expose themselves to said dangers. In this connection, plaintiff has sued the Metropolitan Life Insurance Company in its capacity as a conspirator and because it committed tortious act in concert with others pursuant to a common design. Metropolitan, Manville, and Raymark committed the above-described wrongs by willfully misrepresenting and suppressing the truth as to the risks and dangers associated with the use of and exposure to Manville's and/or Raymark's asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

27. In furtherance of said conspiracies, Metropolitan, Manville, and Raymark performed the following overt acts:

- a. for many decades, Metropolitan, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use

of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly;

- b. despite the medical and scientific data, literature and test reports possessed by and available to Metropolitan, individually and in conspiracy with Manville and Raymark, fraudulently, willfully and maliciously:
 - (i) withheld, concealed and suppressed said medical and scientific data, literature, and test reports regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases from plaintiff who were using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products;
 - (ii) caused to be released, published and disseminated medical and scientific data, literature, and test reports containing information and statements regarding the risks of asbestosis,

cancer, mesothelioma and other illnesses and diseases, which Metropolitan, Manville, and Raymark knew were either incorrect, incomplete, outdated and misleading; and

(iii) distorted the results of medical examinations conducted upon workers such as plaintiff who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm to which workers such as plaintiff has suffered; and

(iv) failing to adequately warn the plaintiff of the dangers to which he was exposed when they knew of the dangers.

c. by the false and fraudulent representations, omissions, failures, and concealments set forth above, Metropolitan, Manville, and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the plaintiff to rely upon said false and fraudulent representations, omissions,

failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

28. Plaintiff reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Metropolitan, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

29. As a direct and proximate result of the conspiracy and concert of action between Metropolitan, Manville and Raymark, the plaintiff has been deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result contracted asbestos-related diseases and other conditions, and/or

aggravated pre-existing conditions, as a result of which the plaintiff has suffered a dramatic reduction of his life expectancy, incurred great mental and physical pain and suffering, sustained lost wages and lost earning capacity, incurred medical expenses, and their enjoyment of life has been greatly impaired, which damages are continuing in nature.

WHEREFORE, Plaintiff, Charles Clayton, demands compensatory damages, plus interest and costs.

COUNT IV

UNDERTAKING OF SPECIAL DUTY: METROPOLITAN ONLY

30. Plaintiff realleges the allegations of Paragraphs 1 through 29 of the Complaint, and by reference, makes them part of this Count.

31. Defendant Metropolitan, through its Policyholders Service Bureau, undertook duties owed by entities which manufactured, sold, supplied, or distributed asbestos-containing products, including Manville and Raymark to plaintiff by testing of asbestos workers and the conduct of scientific studies. These duties included, without limitation, as follows:

- a. to test fully and adequately for health risks concomitant to the normal and intended use of their products; and
- b. to instruct fully and adequately in the use of their products so as to eliminate or reduce the health hazards concomitant with

their normal or intended use.

In undertaking these duties, Metropolitan knew or should have known that it was providing testing services for the ultimate protection of third persons, including the plaintiff.

32. In both conducting said tests and publishing their alleged results, Metropolitan failed to exercise reasonable care to conduct or publish complete, adequate, and accurate tests of the health effects of asbestos. Metropolitan also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure. In so acting, Metropolitan breached their special responsibility by failing to exercise reasonable care to protect their undertaking, as described above.

33. The plaintiff unwittingly but justifiably relied upon the thoroughness of Metropolitan's tests and information dissemination, the results of which Metropolitan published in leading medical journals.

34. In failing to test fully and adequately for the adverse health effects from exposure asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in

collaborating with entities which manufactured, sold, supplied, or distributed asbestos-containing products, including Manville and Raymark materially to understate the hazards of asbestos exposure, all for pecuniary profit and gain, Metropolitan acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including the plaintiff.

35. As a direct and proximate result of Metropolitan's failures to conduct or accurately publish adequate test or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to the plaintiff from asbestos exposure was increased, and (ii) plaintiff contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the plaintiff has suffered a dramatic reduction of their life expectancy, incurred great mental and physical pain and suffering, sustained lost wages and lost earning capacity, incurred medical expenses, and their enjoyment of life has been greatly impaired, which damages are continuing in nature.

WHEREFORE, Plaintiff, Charles Clayton, demands compensatory damages, plus interest and costs.

COUNT V

MALICIOUS, WILLFUL, WANTON AND RECKLESS

CONDUCT OR GROSS NEGLIGENCE

36. Plaintiff realleges the allegations of

Paragraphs 1 through 35 of the Complaint, and by reference, makes them part of this Count.

37. As early as 1929, the defendants, or some of them, possessed medical and scientific data clearly indicating that asbestos and asbestos-containing products were hazardous to the health and safety of Charles Clayton and others in his position.

38. The defendants, or some of them, during the 1930's, 1940's, 1950's, and 1960's became possessed of voluminous medical and scientific data, studies, and reports, which information conclusively established that asbestos and asbestos-containing products were hazardous to the health and safety of Charles Clayton and all other persons exposed to the products.

39. The defendants, or some of them, since the 1930's have had numerous workmen's compensation claims filed against them by former asbestos workers or employees, or knew such claims were filed against asbestos product suppliers and manufacturers.

40. Prompted by pecuniary motives, the defendants ignored and failed to act upon such medical and scientific data and conspired to deprive the public, and particularly the users, from access to said medical and scientific data, thereby depriving them of the opportunity of free choice as to whether or not to expose themselves to the asbestos products of the defendants.

41. The defendants acted maliciously, willfully, wantonly, and recklessly, or with gross negligence, by continuing to market their asbestos products, with reckless disregard for the health and safety of Plaintiff's and other users and consumers, knowing the dangerous characteristics and propensities of said asbestos products, but still depriving those affected by the dangers from information about those dangers.

42. Because the defendants acted maliciously, willfully, wantonly, and recklessly, or with gross negligence, in marketing their hazardous asbestos and asbestos-containing products, in ignoring the medical and scientific data which was available to them, and depriving consumers, users, and the general public from that medical and scientific data, the plaintiff is entitled to compensatory damages.

WHEREFORE, the plaintiff, Charles Clayton, demands punitive damages in addition to the damages demanded in Counts I through IV, plus interest and costs.

Plaintiff demands a trial by jury on all issues.

DATED: March 18, 2005

Respectfully submitted,

Brad J. Mitchell
(BBO #639845)
THORNTON & NAUMES, LLP
100 Summer Street, 30th floor
Boston, MA 02110
(617) 720-1333

APPENDIX C

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. 05-0925

MIDDLESEX, ss
[seal]

CHARLES CLAYTON

, Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

, Defendant(s)

SUMMONS

P.T. BRAKELINING COMPANY, INC.

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon

100 Summer St., 30th Fl.,
plaintiff's attorney, whose address is
Boston, MA 02110

, an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,
Cambridge, MA 02141 either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, ~~Robert A. Mulligan~~, Esquire, at
the 18th day of APRIL
in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

OFFICER'S RETURN

SUFFOLK SS.

BOSTON

DATE: April 27, 2005

I, THE UNDERSIGNED, A CONSTABLE PERMITTED TO MAKE SERVICE OF PROCESS UNDER THE LAWS OF THIS COMMONWEALTH, DO HEREBY MAKE OATH AND SAY THAT ON April 27, 2005

I NOTIFIED THE WITHIN NAMED DEFENDANT:

PT BRAKELINING CO., INC.
C/O Robert A. Baker, Treasurer
75 Stanley Road
Swampscott, MA 01907-1454

BY MAILING TO THEM BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TRUE COPIES OF THE SUMMONS, COMPLAINT, CIVIL ACTION COVER SHEET, AND TRACKING ORDER DATED Mar.22, 2005 TO THE ABOVE NAMED ADDRESS AND THE RECEIPT OF WHICH IS AFFIXED HERETO.

SERVICE FEE: \$20.00

MAILING FEE: \$5.95

U.S. Postal Service™
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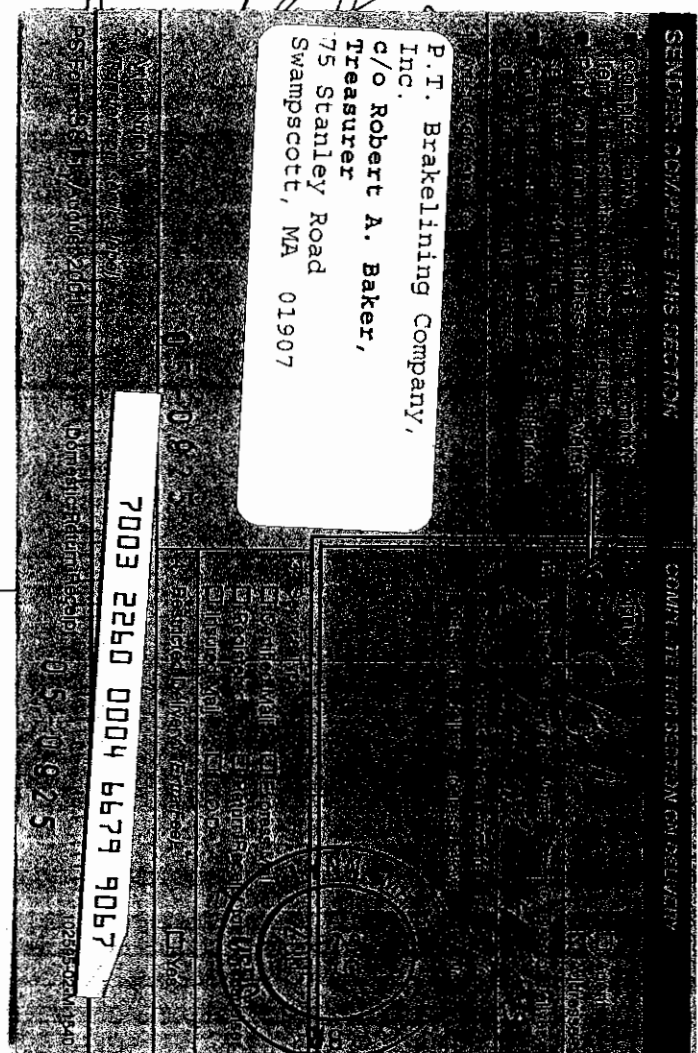
OFFICIAL USE

Postage	\$ 1.90
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

P.T. Brakelining Company,
Inc.
c/o Robert A. Baker,
Treasurer
75 Stanley Road
Swampscott, MA 01907

for Instructions

BOSTON, MA
RE A



TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION
No. 05-0925

MIDDLESEX, ss
[seal] CHARLES CLAYTON

Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

Defendant(s)

SUMMONS

JOHN CRANE, INC.

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon

100 Summer St., 30th Fl.,
plaintiff's attorney, whose address is
Boston, MA 02110

*, an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you

fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also

required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,

Cambridge, MA 02141 either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse
Witness, Robert A. Mulligan, Esquire, at

the 18th day of APRIL

in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT

Edward J. Sullivan
Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

SENDER COMPLETE THIS SECTION

☐ Complete this and the complete return address on the front of the envelope.
☐ If the return address is different from the address on the envelope, complete this section and place it on the back of the envelope.

Address

John Crane, Inc.
6400 West Oakton Street
Morton Grove, IL 60053

05-0925

COMPLETE THIS SECTION ON DELIVERY

☐ Complete this and the complete return address on the front of the envelope.
☐ If the return address is different from the address on the envelope, complete this section and place it on the back of the envelope.

Address

John Crane, Inc.
6400 West Oakton Street
Morton Grove, IL 60053

05-0925

7003 2260 0004 6679 9032

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. 05-0925

MIDDLESEX

[seal]

CHARLES CLAYTON

Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

Defendant(s)

SUMMONS

UNIROYAL, INC.

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon

100 Summer St., 30th Fl.,

plaintiff's attorney, whose address is

Boston, MA 02110

an answer to the complaint which is herewith

served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you

fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also

required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,

Cambridge, MA 02141

either before service upon plaintiff's attorney or within a

reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, Robert A. Mulligan Esquire, at

the 18th day of APRIL

in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT

Edward J. Sullivan
Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

OFFICER'S RETURN

SUFFOLK SS.

BOSTON

DATE: April 27, 2005

I, THE UNDERSIGNED, A CONSTABLE PERMITTED TO MAKE SERVICE OF PROCESS UNDER THE LAWS OF THIS COMMONWEALTH, DO HEREBY MAKE OATH AND SAY THAT ON April 27, 2005

I NOTIFIED THE WITHIN NAMED DEFENDANT:

UNIROYAL, INC.
C/O ROBERT D'ANGELO, AGENT
70 GREAT HILL ROAD
NAUGATUCK, CT 06770

BY MAILING TO THEM BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TRUE COPIES OF THE SUMMONS, COMPLAINT, CIVIL ACTION COVER SHEET, AND TRACKING ORDER DATED Mar.22, 2005 TO THE ABOVE NAMED ADDRESS AND THE RECEIPT OF WHICH IS AFFIXED HERETO.

SERVICE FEE: \$20.00

MAILING FEE: \$5.95

U.S. Postal Service™
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For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$ 1.90
Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Uniroyal, Inc.
c/o Robert D'Angelo,
Agent
70 Great Hill Road
Naugatuck, CT 06770

Postmark: APR 27 2005
BOSTON MA #12

5780-0825

Use for Instructions

BOSTON, MA

RE A

SENDER: COMPLETE THIS SECTION

Uniroyal, Inc.
c/o Robert D'Angelo,
Agent
70 Great Hill Road
Naugatuck, CT 06770

7003 2260 0004 6679 9029

COMPLETE THIS SECTION ON DELIVERY



TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. 05-0925

MIDDLESEX, ss
[seal]

CHARLES CLAYTON

Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

Defendant(s)

SUMMONS

BAYER CROPSCIENCE, INC. f/k/a AMCHEM PRODUCTS, INC.

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon
100 Summer St., 30th Fl.,

plaintiff's attorney, whose address is
Boston, MA 02110 *

....., an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you

fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
40 Thorndike St.,

required to file your answer to the complaint in the office of the Clerk of this court at
Cambridge, MA 02141

..... either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, Robert A. Mulligan, Esquire, at

the 18th day of APRIL

....., in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT

Edward J. Sullivan
Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

[illegible]

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. 05-0925

MIDDLESEX

[seal]

, ss
CHARLES CLAYTON

, Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

, Defendant(s)

SUMMONS

BORG-WARNER CORPORATION n/k/a BURNS INTERNATIONAL
SERVICES CORPORATION

To the above-named Defendant:

You are hereby summoned and required to serve upon THORNTON & NAUMES, LLP
plaintiff's attorney, whose address is 100 Summer St., 30th Fl.,
Boston, MA 02110, an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,
Cambridge, MA 02141 either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Witness, Barbara J. Rouse
Witness, Robert A. Morgan, Esquire, at
the 18th day of APRIL
2005, in the year of our Lord

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT

Edward J. Sullivan
Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

OFFICER'S RETURN

SUFFOLK SS.

BOSTON

DATE: April 27, 2005

I, THE UNDERSIGNED, A CONSTABLE PERMITTED TO MAKE SERVICE OF PROCESS UNDER THE LAWS OF THIS COMMONWEALTH, DO HEREBY MAKE OATH AND SAY THAT ON April 27, 2005

I NOTIFIED THE WITHIN NAMED DEFENDANT:

**BORG-WARNER CORPORATION n/k/a
BURNS INTERNATIONAL SERVICES CORPORATION
C/o Mr. JAMES FOX
4330 PARK TERRACE DRIVE
WESTLAKE VILLAGE, CA 91361**

BY MAILING TO THEM BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TRUE COPIES OF THE SUMMONS, COMPLAINT, CIVIL ACTION COVER SHEET, AND TRACKING ORDER DATED Mar.22, 2005 TO THE ABOVE NAMED ADDRESS AND THE RECEIPT OF WHICH IS AFFIXED HERETO.

SERVICE FEE: \$20.00

MAILING FEE: \$5.95

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Certified Fee	2.30
Return Receipt Fee (Endorsement Required)	1.75
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.95

Borg-Warner Corporation n/k/a
Burns International Services Corporation
c/o Mr. James Fox
4330 Park Terrace Drive
Westlake Village, CA 91361

APR 27 2005
BOSTON, MA
RE A

7003 2260 0004 6679 8965

OTARY PUBLIC

SENDER: COMPLETE THIS SECTION

Borg-Warner Corporation n/k/a
Burns International Services Corporation
c/o Mr. James Fox
4330 Park Terrace Drive
Westlake Village, CA 91361

COMPLETE THIS SECTION ON DELIVERY

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. 05-0925

MIDDLESEX, ss
[seal]

CHARLES CLAYTON

Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

Defendant(s)

SUMMONS

HONEYWELL INTERNATIONAL INC. f/k/a ALLIEDSIGNAL, INC. f/k/a
THE BENDIX CORPORATION

To the above-named Defendant:

You are hereby summoned and required to serve upon THORNTON & NAUMES, LLP
plaintiff's attorney, whose address is 100 Summer St., 30th Fl.,
Boston, MA 02110, an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,
Cambridge, MA 02141 either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, [redacted], Esquire, at
the 18th day of APRIL
in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

OFFICER'S RETURN

SUFFOLK SS.

BOSTON

DATE: April 27, 2005

I, THE UNDERSIGNED, A CONSTABLE PERMITTED TO MAKE SERVICE OF PROCESS UNDER THE LAWS OF THIS COMMONWEALTH, DO HEREBY MAKE OATH AND SAY THAT ON April 27, 2005

I NOTIFIED THE WITHIN NAMED:

CORPORATION SERVICE COMPANY
84 State Street
Boston, MA 02109

IN SERVICE FOR THE DEFENDANT:

HONEYWELL INTERNATIONAL, INC. F/K/A ALLIED SIGNAL INC. F/K/A BENDIX CORP

BY GIVING IN HAND TO THE AGENT IN CHARGE OF BUSINESS:

Richard Dillon

TRUE COPIES OF THE SUMMONS, COMPLAINT, CIVIL ACTION COVER SHEET, AND

TRACKING ORDER DATED: Mar.22, 2005

I DECLARE UNDER THE PENALTY OF PERJURY OF THE LAWS OF THIS COMMONWEALTH THAT THE FOREGOING INFORMATION AND STATEMENT OF SERVICE IS TRUE AND CORRECT.

SERVICE FEE: \$20.00



Joseph P. Butler Jr.

RULE 4-C PROCESS SERVER

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

MIDDLESEX, ss
[seal]

CHARLES CLAYTON

No. 05-0925

....., Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

....., Defendant(s)

SUMMONS

PARKER-HANNIFIN CORPORATION

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon

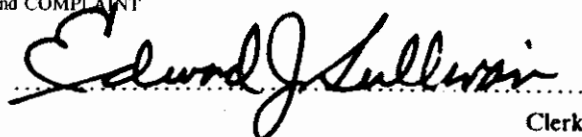
..... plaintiff's attorney, whose address is
100 Summer St., 30th Fl.,
Boston, MA 02110

....., an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at
40 Thorndike St.,
Cambridge, MA 02141
..... either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Witness, **Barbara J. Rouse**
Witness, ~~Robert A. Melling~~, Esquire, at
the 18th day of APRIL
....., in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

OFFICER'S RETURN

SUFFOLK SS.

BOSTON

DATE: April 27, 2005

I, THE UNDERSIGNED, A CONSTABLE PERMITTED TO MAKE SERVICE OF PROCESS UNDER THE LAWS OF THIS COMMONWEALTH, DO HEREBY MAKE OATH AND SAY THAT ON April 27, 2005

I NOTIFIED THE WITHIN NAMED:

CT CORPORATION
101 Federal Street
Boston, MA 02110

IN SERVICE FOR THE DEFENDANT:

Parker- Hannifin Corporation

BY GIVING IN HAND TO THE AGENT IN CHARGE OF BUSINESS:

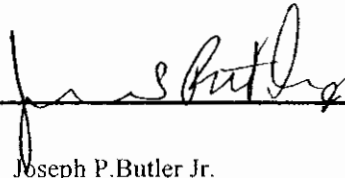
Alison Liberto

TRUE COPIES OF THE SUMMONS, COMPLAINT, CIVIL ACTION COVER SHEET, AND

TRACKING ORDER DATED: Mar.22, 2005

I DECLARE UNDER THE PENALTY OF PERJURY OF THE LAWS OF THIS COMMONWEALTH THAT THE FOREGOING INFORMATION AND STATEMENT OF SERVICE IS TRUE AND CORRECT.

SERVICE FEE: \$20.00



Joseph P. Butler Jr.

RULE 4-C PROCESS SERVER

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION
No. 05-0925

MIDDLESEX, ss
[seal] CHARLES CLAYTON

Plaintiff(s)

v.
METROPOLITAN LIFE INSURANCE COMPANY, et al.

Defendant(s)

SUMMONS

ITT INDUSTRIES, INC., AS SUCCESSOR TO GOULDS PUMPS, INC.

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon
100 Summer St., 30th Fl.,

plaintiff's attorney, whose address is
Boston, MA 02110 *

an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you
fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also
required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,
Cambridge, MA 02141

either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Witness, ~~Robert M. Mulligan~~ Barbara J. Rouse, Esquire, at
the 18th day of APRIL
in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

NOTICE TO DEFENDANT — You need not appear personally in court to answer the complaint, but if you claim to have a defense, either you or your attorney must serve a copy of your written answer within 20 days as specified herein and also file the original in the Clerk's Office.

OFFICER'S RETURN

SUFFOLK SS.

BOSTON

DATE: April 27, 2005

I, THE UNDERSIGNED, A CONSTABLE PERMITTED TO MAKE SERVICE OF PROCESS UNDER THE LAWS OF THIS COMMONWEALTH, DO HEREBY MAKE OATH AND SAY THAT ON April 27, 2005

I NOTIFIED THE WITHIN NAMED:

CT CORPORATION
101 Federal Street
Boston, MA 02110

IN SERVICE FOR THE DEFENDANT:

ITT Industries Inc., as sucessor to Goulds Pumps, Inc.

BY GIVING IN HAND TO THE AGENT IN CHARGE OF BUSINESS:

Alison Liberto

TRUE COPIES OF THE SUMMONS, COMPLAINT, CIVIL ACTION COVER SHEET, AND

TRACKING ORDER DATED: Mar.22, 2005

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SERVICE FEE: \$20.00



Joseph P. Butler Jr.

RULE 4-C PROCESS SERVER

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

MIDDLESEX, ss
[seal]

CHARLES CLAYTON

No. 05-0925

, Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

, Defendant(s)

SUMMONS

UNION CARBIDE CORPORATION

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon

plaintiff's attorney, whose address is 100 Summer St., 30th Fl.,
Boston, MA 02110

, an answer to the complaint which is herewith
served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you

fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also

required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,

Cambridge, MA 02141 either before service upon plaintiff's attorney or within a
reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may
have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's
claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, Robert H. Mulligan, Esquire, at
the 18th day of APRIL

, in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT


Clerk

NOTES.

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each defendant, each should be addressed to the particular defendant.

OFFICER'S RETURN

SUFFOLK SS.

BOSTON

DATE: April 27, 2005

I, THE UNDERSIGNED, A CONSTABLE PERMITTED TO MAKE SERVICE OF PROCESS UNDER THE LAWS OF THIS COMMONWEALTH, DO HEREBY MAKE OATH AND SAY THAT ON April 27, 2005

I NOTIFIED THE WITHIN NAMED:

CT CORPORATION
101 Federal Street
Boston, MA 02110

IN SERVICE FOR THE DEFENDANT:

UNION CARBIDE

BY GIVING IN HAND TO THE AGENT IN CHARGE OF BUSINESS:

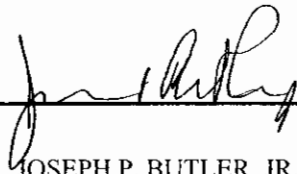
Alison Liberto

TRUE COPIES OF THE SUMMONS, COMPLAINT, CIVIL ACTION COVER SHEET, AND

TRACKING ORDER DATED: Mar.22, 2005

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SERVICE FEE: \$20.00



JOSEPH P. BUTLER, JR.

RULE 4-C PROCESS SERVER

TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED: —
TORT — MOTOR VEHICLE TORT — CONTRACT —
EQUITABLE RELIEF — OTHER

COMMONWEALTH OF MASSACHUSETTS

SUPERIOR COURT
DEPARTMENT
OF THE
TRIAL COURT
CIVIL ACTION

No. 05-0925

MIDDLESEX, ss
[seal] CHARLES CLAYTON

Plaintiff(s)

v.

METROPOLITAN LIFE INSURANCE COMPANY, et al.

Defendant(s)

SUMMONS

PNEUMO-ABEX CORPORATION

To the above-named Defendant:

THORNTON & NAUMES, LLP

You are hereby summoned and required to serve upon
plaintiff's attorney, whose address is 100 Summer St., 30th Fl.,

Boston, MA 02110

*, an answer to the complaint which is herewith

served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also

required to file your answer to the complaint in the office of the Clerk of this court at 40 Thorndike St.,

Cambridge, MA 02141

either before service upon plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Barbara J. Rouse

Witness, Robert A. Mulligan, Esquire, at
the 18th day of APRIL

....., in the year of our Lord 2005

* TRACKING ORDER; CIVIL ACTION COVER SHEET; and COMPLAINT

Edward J. Sullivan
Clerk

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[illegible]

APPENDIX D

**United States District Court
District of Massachusetts (Boston)
CIVIL DOCKET FOR CASE #: 1:05-cv-11078-DPW**

Clayton v. Metropolitan Life Insurance Co.,
Assigned to: Judge Douglas P. Woodlock
Case in other court: Middlesex Superior Court, 05-00925
Cause: 28:1331 Fed. Question: Personal Injury

Date Filed: 05/23/2005
Jury Demand: Plaintiff
Nature of Suit: 365 Personal Inj. Prod.
Liability
Jurisdiction: Federal Question

Plaintiff

Charles Clayton

represented by **Andrew S. Wainwright**
Thornton & Naumes, LLP
100 Summer Street
30th Floor
Boston, MA 02110
617-720-1333
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

**Metropolitan Life Insurance
Company**

represented by **Craig R. Waksler**
Taylor, Duane, Barton & Gilman
160 Federal Street
5th Floor
Boston, MA 02110
617-654-8200
Fax: 617-482-5350
Email: cwaksler@tdbgllp.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Lawrence Gingrow
Taylor, Duane, Barton & Gilman
111 Devonshire Street
Boston, MA 02109
617-654-8200
Fax: 617-482-5350
Email: lgingrow@tdbgllp.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

John Crane Inc.

represented by **David H. Stillman**
Ciapciak and Associates
99 Access Rd.
Norwood, MA 02062
781-255-7401
Fax: 781-255-7402
Email: dhs@candalawyers.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Garlock Sealing Technologies LLC

represented by **Craig R. Waksler**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Rapid-American Corporation

represented by **Barbara S. Hamelburg**
Foley Hoag LLP
155 Seaport Boulevard
Boston, MA 02210-2600
617-832-1132
Fax: 617-832-7000
Email: bhamelburg@foleyhoag.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Ford Motor Company

represented by **Charles K. Mone**
Campbell, Campbell, Edwards &
Conroy, PC
One Constitution Plaza
Boston, MA 02129
617-241-3000
Fax: 617-241-5115
Email:
cmone@campbell-trial-lawyers.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Holly M. Polglase
Campbell, Campbell, Edwards &
Conroy, PC
One Constitution Plaza
Boston, MA 02129
617-241-3000
Fax: 617-241-5115

Email:
hpolglase@campbell-trial-lawyers.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Hampden Automotive Sales Corp.

represented by **David M. Governo**
Governo Law Firm LLC
260 Franklin Street
Boston, MA 02110
617-737-9045
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Jeniffer A.P. Carson
Governo Law Firm, LLC
15th Floor
260 Franklin Street
Boston, MA 02110
617-737-9265
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

General Motors Corporation

represented by **Charles K. Mone**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Holly M. Polglase
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Eckel Industries, Inc.

represented by **David M. Governo**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Jeniffer A.P. Carson
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Ingersoll-Rand Company

represented by **Richard B. Kirby**
 Keegan, Werlin & Pabian, LLP
 265 Franklin Street
 Boston, MA 02110-3113
 617-951-1400
 Fax: 617-951-1323
 Email: rkirby@kwplaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant**DaimlerChrysler Corporation**

represented by **Charles K. Mone**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant**Owens-Illinois, Inc.**

Date Entered	#	Docket Text
06/01/2005	<u>12</u>	NOTICE by Owens-Illinois, Inc. of <i>Consent to Removal</i> (Heidorn, Scott) (Entered: 06/01/2005)
06/01/2005		Notice of correction to docket made by Court staff. Correction: Docket entry #1 corrected because: the wrong filer was added (Nici, Richard) (Entered: 06/01/2005)
05/31/2005	<u>11</u>	STATE COURT Record Metropolitan Life Insurance Company served on 5/23/2005, answer due 6/13/2005.. (Attachments: # <u>1</u> Part 2)(Nici, Richard) (Entered: 05/31/2005)
05/31/2005	<u>10</u>	NOTICE of consent by Ingersoll-Rand Company re <u>1</u> Notice of Removal, (Nici, Richard) (Entered: 05/31/2005)
05/31/2005	<u>9</u>	NOTICE of consent by Eckel Industries, Inc. re <u>1</u> Notice of Removal, (Nici, Richard) (Entered: 05/31/2005)
05/31/2005	<u>8</u>	NOTICE of consent by General Motors Corporation re <u>1</u> Notice of Removal, (Nici, Richard) (Entered: 05/31/2005)
05/31/2005	<u>7</u>	NOTICE of Consent by Hampden Automotive Sales Corp. re <u>1</u> Notice of Removal, (Nici, Richard) (Entered: 05/31/2005)
05/31/2005	<u>6</u>	NOTICE of consent by Ford Motor Company re <u>1</u> Notice of Removal, (Nici, Richard) (Entered: 05/31/2005)
05/31/2005	<u>5</u>	NOTICE of Consent by Rapid-American Corporation re <u>1</u> Notice of Removal, (Nici, Richard) (Entered: 05/31/2005)

05/31/2005	<u>4</u>	NOTICE of Consent to removal by Garlock Sealing Tech. (Nici, Richard) (Entered: 05/31/2005)
05/31/2005	<u>3</u>	NOTICE of Consent to removal by Metropolitan Life Insurance Company re <u>1</u> Notice of Removal, (Nici, Richard) (Entered: 05/31/2005)
05/24/2005		If the trial Judge issues an Order of Reference of any matter in this case to a Magistrate Judge, the matter will be transmitted to Magistrate Judge Collings. (Nici, Richard) (Entered: 05/24/2005)
05/24/2005	<u>2</u>	CORPORATE DISCLOSURE STATEMENT by Metropolitan Life Insurance Company. (Nici, Richard) (Entered: 05/24/2005)
05/24/2005	<u>1</u>	NOTICE OF REMOVAL by DaimlerChrysler Corporation from Middlesex Superior Court, case number 05-0925. \$ 250, receipt number 64476, filed by Metropolitan Life Insurance Company. (Attachments: # <u>1</u> Exhibit A Part 1# <u>2</u> Exhibit A Part 2# <u>3</u> Exhibit A Part 3# <u>4</u> Exhibit A Part 4# <u>5</u> Cover Sheet)(Nici, Richard) Modified on 6/1/2005 (Nici, Richard). (Entered: 05/24/2005)

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Transaction Receipt

06/02/2005 11:47:30

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Description:	Docket Report	Search Criteria:	1:05-cv-11078-DPW
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